

**ENVIRONMENTAL OFFICE
NAVAL TRAINING CENTER
33502 DECATUR ROAD, SUITE 120
SAN DIEGO, CA 92133-1449**

RESTORATION ADVISORY BOARD

AGENDA

DATE: Tuesday evening, 15 November 1994 (NOTE DATE!!)

TIME: 6:30 - 8:30 PM

LOCATION: NAVAL TRAINING CENTER, PUBLIC AFFAIRS OFFICE
(PAO) AUDITORIUM, BUILDING #201
(Enter NTC Gate 1 at Lytton and Barnett; maps to building will be
available from guard)

6:30 - 6:35	WELCOME AND INTRODUCTIONS
	BRIEF OVERVIEW - Agenda and Meeting Objectives
	MINUTES APPROVAL - October 25
	SPEAKER SUBCOMMITTEE
6:35 - 6:50	PRESENTATION ON FINDING OF SUITABILITY TO LEASE
6:50 - 7:35	PRESENTATION ON COMMUNITY RELATIONS PLAN BY DTSC
7:35 - 7:50	FINALIZE COMMENTS ON DRAFT COMMUNITY RELATIONS PLAN
7:50 - 8:05	REVIEW BRAC CLEANUP TEAM RESPONSE TO RAB COMMENTS ON DRAFT WORK PLAN FOR SITES 2, 7, 8, 9
8:05 - 8:15	DISCUSSION OF CO-CHAIR ELECTION
8:15 - 8:30	QUESTION AND ANSWER/PUBLIC COMMENT PERIOD

THERE WILL BE NO MEETING ON TUESDAY, NOVEMBER 8

**ENVIRONMENTAL OFFICE
NAVAL TRAINING CENTER
33502 DECATUR ROAD, SUITE 120
SAN DIEGO, CA 92133-1449**

Subject: RESTORATION ADVISORY BOARD MEETING MINUTES

The 17th Restoration Advisory Board (RAB) meeting was held on **Tuesday, November 15, 1994**, at the Naval Training Center (NTC), PAO Auditorium, Bldg. #201 from 6:30 until 8:30 PM.

Mr. Phill Dyck, RAB Navy Co-chair, called the meeting to order at 6:30 PM and announced that Co-chair Jim Durbin would be late. He observed a small crowd and a few new faces. Mr. Dyck introduced a new Navy person, Ensign Brian Talicuran, who will be handling base compliance, and asked a new public attendee to introduce himself. His name was Ralph Snyder from the U. S. Department of the Interior, Minerals Management Service. Mr. Dyck then introduced the agenda, noting that there would be a few changes, as follows:

- The Speaker Subcommittee report, scheduled for 6:30-6:35, would be moved to 8:05 PM with the co-chair election discussion, when Co-chair Jim Durbin would be present.
- The discussion on the Finding of Suitability to Lease (FOSL) would be a team presentation, the first part on reuse by Lieutenant Commander (LCDR) Bob Citrano and the second part on the FOSL by Ms. Linda Geldner.
- The presentation on the Community Relations Plan by Ms. Celeste Albanez of the California Department of Toxic Substances Control (DSTC) would be canceled due to illness. Mr. Dyck indicated that Mr. Steve Drew, Bechtel's Community Relations Manager, was present and available to speak on the subject, and put the decision to the RAB. The RAB indicated interest in hearing Ms. Albanez' presentation at a later date. This item will be revisited at the next RAB meeting.
- The review of the BRAC Cleanup Team (BCT) response to RAB comments on the Draft Work Plan for Sites 2, 7, 8, and 9 was postponed. Due to the size of the document, the discussion would require more time than the 15 minutes allotted. The 15-page BCT response to comments will be mailed to RAB members and the discussion put on the 6 December agenda. This will free up time for discussion of the co-chair election and the document review schedule.

RAB member Mr. William Bush inquired about the status of response to RAB comments on the Preliminary Assessment for Sites 4, 5, and 6, which was prepared prior to the Draft Work Plan. Mr. Dyck reminded the RAB that it requested further document investigation at Site 4, the Classified Document Incinerator. This investigation is ongoing, and the BCT will finalize comments when the document investigation is complete. Mr. Dyck explained that 25 contracts are currently active and trying to mesh report activities with the RAB schedule

is difficult. Mr. Bush expressed his concern about the quality of the draft documents the RAB has seen to date, and whether the RAB should give the go-ahead to the Navy on these documents. Mr. Dyck said he would take the comment into consideration, but that the Navy team works hard, takes pride in its work, and believes its work is good.

Business Item - Approval of Minutes

A motion was made, seconded, and carried to approve the minutes from the 25 October RAB meeting.

PRESENTATION ON FINDING OF SUITABILITY TO LEASE (FOSL)

Mr. Dyck introduced LCDR Bob Citrano who would speak on the status of reuse at NTC. LCDR Citrano is the Base Transition Coordinator for NTC. His discussion, accompanied by overheads and handouts, would preface the presentation on the FOSL by Ms. Linda Geldner, Base Closure Manager for NTC.

LCDR Citrano explained the base closure and property disposal process. He noted that there had been a recent change in legislation affecting the reuse screening process at NTC and all closing bases. Prior to November 1994, part of the screening process for potential future recipients of NTC property, specifically homeless providers, was conducted under the McKinney Act, which singled out homeless providers as a separate screening phase. The new legislation, called the "Base Closure Community Redevelopment and Homeless Assistance Act of 1994", lumps public benefit, state, local, tribal, and homeless provider screening into one phase. Instead of going through Housing and Urban Development, it also allows the Local Redevelopment Authority (the City of San Diego) to process homeless provider applications. Southwest Division handles all other applications.

LCDR Citrano talked about Reuse Committee milestones, design charrettes, and non-DoD interim uses of NTC. He noted that the NTC Reuse Committee is almost at the stage when the Secretary of the Navy makes the determination of surplus property.

LCDR Citrano turned over the presentation to Ms. Geldner, who explained the differences between a license, lease, and master lease, and the appropriate use of each. She said that USEPA and DoD have signed a Memorandum of Understanding (MOU) regarding FOSLs in order to set a standard process for leasing Naval facility parcels. This standard will help to further protect human health and the environment, ensure environmental compliance, provide adequate public participation, and establish leases that do not interfere with the Installation Restoration Program. Ms. Geldner handed out reading materials on the DoD/USEPA MOU and FOSLs.

FINALIZATION OF RAB COMMENTS ON DRAFT COMMUNITY RELATIONS PLAN (CRP)

Draft RAB comments on the Draft Community Relations Plan (CRP) were handed out to the RAB at the door. Although the DTSC public participation specialist was not present at the meeting, Mr. Steve Drew of Bechtel was able to answer several questions regarding the CRP as they arose during discussion. The discussion again centered around whether the word "survey" was appropriate and whether the interviewees were an acceptable sample of the community surrounding NTC. Mr. Drew explained that the interviews are never intended to be a scientific technique, nor is the community relations plan a "public opinion poll".

A community relations program is required under CERCLA, and USEPA guidelines for community relations are explicit in how the plan for such a program is prepared. The purpose of a community relations program is to foster and maintain a two-way dialogue with the community. This involves two things: a public information program and a public participation program; i.e., how to get information out to the public and how to involve the public in the decision-making process. EPA and the State (DTSC) guidelines require interviews of at least 15-25 people who reflect the public, e.g.; elected officials, civic and business groups, public interest groups, area residents, and local citizens' organizations. The interview process is a well-planned, time-consuming process that strives to obtain insight into what information the community would like to receive about environmental cleanup and which vehicles to use (e.g., through local newspapers, local organizations, fact sheets, etc.) to disseminate this information. Mr. Drew explained that the NTC CRP is a document the Navy will use as a guide to communicate with the public about the ongoing cleanup efforts. Unlike a "public relations" document, whose purpose would be to make the Navy "look good", a community relations plan is a tool for informing and involving the public.

Dr. Kripke said she would like to change the written comment indicating that more than one RAB member objected to some of the wording in Section 4.3. The RAB agreed to this and the comment will be changed to so indicate.

DISCUSSION OF COMMUNITY CO-CHAIR ELECTION

Mr. Durbin announced that in accordance with the Draft NTC RAB Charter, the election for Community Co-chair is to take place each November for a one-year term beginning in January. After discussion about the nominating procedure, which is not covered in the Draft Charter, the RAB decided to include ballots with the next mailing of the agenda and minutes to the 25 active RAB members. Some RAB members felt they could not dedicate the time needed for the position, so a sign-up sheet was passed around the table for those who did not wish to be considered for the Co-chair position. The core group of 25 RAB members will appear on the ballot, except for those who signed the sheet. The ballots will be collected and counted at the 6 December meeting and the new Co-chair will be announced. According to

the Draft RAB Charter, only those members present at the next meeting will be allowed to cast a vote.

SPEAKER SUBCOMMITTEE REPORT

The Speaker Subcommittee was asked to report its findings of possible speakers to present an alternative view of the health risk assessment process. One subcommittee member was absent; Mr. Walton reported that he had looked into a few, but had not yet found someone. He will research further and report back to the RAB.

In reference to a follow-on discussion about the schedule for speakers and topics, Mr. Bishop inquired about how long the RAB would exist. Mr. Dyck responded that the RAB will continue to function through base closure, i.e., 1999. Mr. Dyck then asked the RAB to reconsider how long member tenure should be, considering that the Draft Charter indicates two-year terms for members. It was suggested that a subcommittee be formed to review the Draft Charter.

Document Review Schedule

Mr. Dyck brought up the topic of RAB presentations and handed out a copy of the document review schedule. At the 6 December meeting, Ms. Michelle Stress of the County Solid Waste Department will give a generic presentation on landfills in San Diego. The draft work plan for the landfill is expected to be available for RAB review in early January, but the presentation on the draft document will be given also at the 6 December meeting. After discussion, the RAB decided there would be no meeting on 13 December. Mr. Valentine announced that he has arranged a presentation on remedial options alternative modeling for the January 10, 1995 meeting.

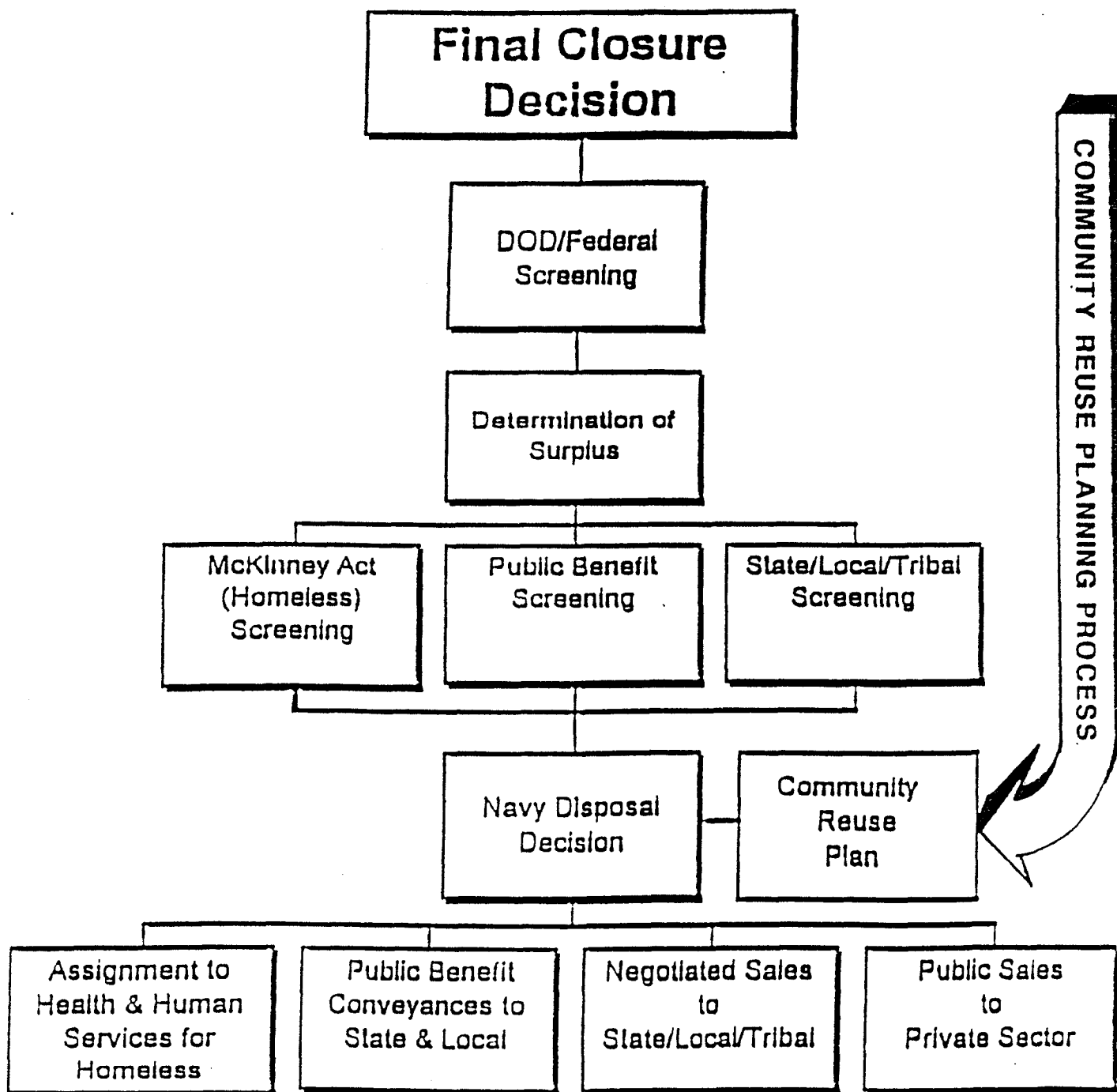
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|-----------|---|
| 6 Dec. - | <u>RAB meeting</u>
RAB Co-Chair election
Presentation on Draft Work Plan for Landfill Extended Site Investigation
General Presentation on Landfills in San Diego County
Review BCT response to RAB comments on Draft Work Plan for Sites 2, 7, 8, and 9
Discussion of Ms. Zopatti's letter |
| 20 Dec. - | Receive Draft BRAC Cleanup Plan (BCP) Update (to be mailed to RAB) |
| 10 Jan. - | <u>RAB meeting</u>
Discuss and finalize comments on BCP Update (comments due to Navy by 19 Jan.)
Presentation on remedial options alternative modeling |
| 24 Jan. | <u>RAB meeting</u>
Topics to be announced |

Other Announcements

- RAB member Mr. Bill Holben has asked to become a “member at large” as he is unable to devote sufficient time to the RAB but continues to be interested in the environmental cleanup at NTC. Mr. Dyck noted that the Draft RAB Charter mentions “members at large” but sets no limits on them. He questioned whether these members should have voting privileges, etc. It was suggested that the RAB Charter subcommittee reconvene to review, update, and finalize the charter. Mr. Jim Durbin and Mr. Louie Guassac (of the previous subcommittee) and Mr. Bill Gaines will review the Draft RAB Charter with Mr. Dyck.
- RAB member Mr. Render Crayton notified Mr. Dyck that he would be working out of town for three to four months and wished to be granted leave of absence, but understood that prolonged absence was cause for dismissal. Mr. Durbin noted that Mr. Crayton has attended all meetings to date and contributes frequently at meetings. The RAB hoped he could appoint an alternate, in accordance with the Draft Charter. The general consensus was to let him remain on the RAB, but it brought up further cause to revisit the Charter.
- RAB member Mr. Bill Hembury resigned on 25 October.
- RAB member Ms. Karan Zopatti had documented telephone correspondence between she and Mr. Dyck in a letter and passed copies out to the RAB. This documentation deals with toxic emissions at NTC and will be discussed at the next RAB meeting.
- A revised roster with the active 25 members will be included in the next RAB mailing.
- The NTC Reuse Committee will meet tomorrow (Wednesday) at 9:00 AM in the Support Center.

Mr. Dyck adjourned the meeting at 8:20 PM.

TYPICAL BASE CLOSURE AND DISPOSAL PROCESS



SAN DIEGO RE-USE COMMITTEE

DoD/FED SCREENING

- Dept. of Justice
 - Border Patrol (Training Facility)
 - INS (Holding Facility)
- U.S. Postal Service
 - Pt. Loma Branch Office
- Dept. of Interior
 - Fish/Wildlife Service (Least Tern)
 - Bureau of Indian Affairs (Various)

19 OCT: COMMITTEE VOTED "NO AT THIS TIME" ON
ALL REQUESTS

31 OCT 94

FUTURE ACTIONS

- * Declarations of surplus by SECNAV
- * State / Local / Homeless Provider screening
 - Conducted by local redevelopment authority per Base Closure Redevelopment and Homeless Provider Act of 1994
- * Approval of plan by HUD

10 NOV 94

SAN DIEGO RE-USE COMMITTEE STATUS

*RE-USE Plan Progress

- Five Subcommittees (Meeting Regularly)
- Planning Consultant Hired by City (Rick Eng)
- Existing Conditions Report (Completed Oct 94)
- Consultant to Prepare EIS/EIR hired by Navy (Ogden)

*RE-USE Plan Milestones

- Nov 94: First of Three Design Charettes
- Early 95: Draft RE-USE Plan
- Jul/Aug 96: Final RE-USE Plan
- Sep/Oct 96: City Council Approved
- Nov 96: Citywide Vote (If required)
- Dec 96: DoN Approval

31 OCT 94

NTC RE-USE CHARETTES

- * Diverse Neighborhood
 - Navy Housing
 - Market Rate Housing
 - Transitional Housing
- * Educational / Re-training
- * Cultural / Non-profit Organizations
- * Parks and Open Space
 - Maritime activities
 - Aquaculture farming
- * Public safety academy
- * Hotels
- * Least Tern preserve

10 NOV 94

DESIGN CHARETTES

- * Bay to Bay

- Navigable waterway linking SD and Mission Bays
 - Starts at NTC Boat Channel
- Public participation: 1600, Nov 20 at NTC Supp. Ctr.

- * NTC RE-USE

- First of three held Nov 5
- RE-USE committee, selected subcommittees, Planning Commission

10 NOV 94

INTERIM USES (Non-DoD)

- U.S.C.G. - America's Cup Patrol
- San Diego Fire Department
- San Diego Police Department
- San Diego Food Bank
- National Civilian Community Corps
- Leatherneck Charities
- SDSU - Marine Science Program*
- Viet Nam Veterans of San Diego*

* License agreement currently being prepared

31 OCT 94



DEPARTMENT OF THE NAVY
NAVAL FACILITIES ENGINEERING COMMAND
200 STOVALL STREET
ALEXANDRIA VA 22332 230C

IN REPLY REFER TO
Ser 42MD/940165

11 JUL 1994

Copies
183
185
60
09C

RDM-7/27
60C
64

From: Commander, Naval Facilities Engineering Command

Subj: PROCEDURES TO DETERMINE ENVIRONMENTAL SUITABILITY FOR
LEASING PROPERTY AVAILABLE AS A RESULT OF A BASE CLOSURE OF
REALIGNMENT

Encl: (1) DUSD(ES)/CL memo of 17 Jun 94

1. Enclosure (1) is being forwarded for your information and action. This memorandum includes an MOU between DOD and U.S. EPA on this subject. In the MOU, both agencies agree that DOD components will make the determination of suitability for leasing with input from state agencies or U.S. EPA Regions.

W. L. MEEKINS

By direction

Distribution:

COMPACNAVFACENGCOM (18)
COMLANTNAVFACENGCOM (18)
COMWESTNAVFACENGCOM (09E)
CO NORTHNAVFACENGCOM (18)
CO SOUTHNAVFACENGCOM (18)
CO SOUTHWESTNAVFACENGCOM (18)
CO ENGFLDACT CHESAPEAKE (18)
CO ENGFLDACT NORTHWEST (09E)



OFFICE OF THE UNDER SECRETARY OF DEFENSE

3000 DEFENSE PENTAGON
WASHINGTON DC 20301-3000



11 7 JUN 1994

DUSD(ES)/CL

MEMORANDUM FOR DEPUTY ASSISTANT SECRETARY OF DEFENSE
(ECONOMIC REINVESTMENT & BRAC)
DEPUTY ASSISTANT SECRETARY OF THE ARMY
(ENVIRONMENT, SAFETY AND OCCUPATIONAL
HEALTH), OASA (IL&E)
DEPUTY ASSISTANT SECRETARY OF THE NAVY
(ENVIRONMENT AND SAFETY), OASN (I&E)
DEPUTY ASSISTANT SECRETARY OF THE AIR FORCE
(ENVIRONMENT, SAFETY AND OCCUPATIONAL
HEALTH), SAF/MI
DIRECTOR, DEFENSE LOGISTICS AGENCY (DLA-CAAE)

SUBJECT: Procedures to Determine Environmental Suitability for Leasing Property
Available as a Result of a Base Closure or Realignment

Enclosed for your information and use is the May 4, 1994 Memorandum of Understanding between the U.S. Environmental Protection Agency and the Department of Defense on the above subject. Please note that those procedures are the same as in the September 9, 1993 Deputy Secretary of Defense memorandum, subject: Fast Track Cleanup at Closing Installations.

My point of contact is Mr. Shah A. Choudhury, (703) 697-9793 or 697-8063.

Patricia A. Rivers

Patricia A. Rivers
Assistant Deputy Under Secretary of Defense
(Environmental Cleanup)

Enclosure

cc: DUSD(ES)/PI
Fast Track Cleanup Committee



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
U.S. ENVIRONMENTAL PROTECTION AGENCY
AND THE U.S. DEPARTMENT OF DEFENSE**

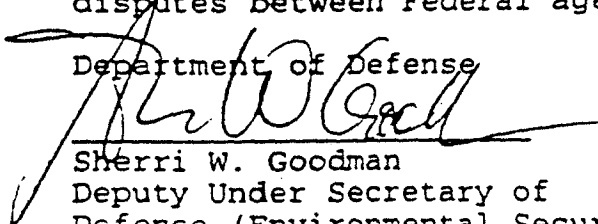
SUBJECT: Procedures to Determine Environmental Suitability for Leasing Property Available as a Result of a Base Closure or Realignment

1. Purpose: The purpose of this Memorandum of Understanding (MOU) between the Department of Defense (DoD) and the Environmental Protection Agency is to establish procedures and responsibilities for determining the environmental suitability for leasing property which is available as a result of a base closure or realignment initiated per the 1988 or 1990 Base Closure and Realignment Act. The MOU is entered into as provided by 10 U.S.C. 2667 (f), as amended by section 2906 of the Defense Authorization Act of 1994.

2. Scope: On September 9, 1993, the Deputy Secretary of Defense issued a memorandum, subject; Fast Track Clean-up at Closing Installations, which contained the attached DoD Policy on the Environmental Review Process to Reach a Finding of Suitability to Lease (FOSL) on the basis of an Environmental Baseline Survey (EBS). DoD and EPA agree that the DoD Components will make the determination of environmental suitability for leasing utilizing this FOSL policy. DoD prepared the FOSL policy in cooperation with EPA, and any modification of the FOSL policy will be the result of similar cooperation, without requiring modification of this MOU. DoD agrees that the Components will develop FOSL documents with input from the appropriate State Agency and EPA Regional Office, in accordance with the attached FOSL policy, and that the Components will respond to regulatory comments, as described in this policy.

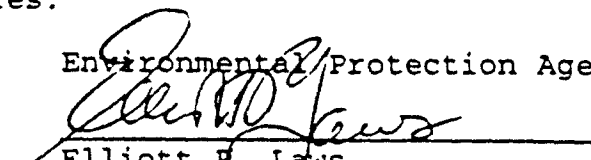
3. Duration and termination: This agreement expires September 30, 1998, but may be extended upon the agreement of the parties. Modifications to this agreement may be made upon the mutual agreement of the parties; however, modifications shall be made in writing. The agreement will remain unchanged absent a response. Conflicts arising between the parties shall be resolved administratively between the agencies. Absent agreement, dispute resolution shall be in accordance with procedures for resolving disputes between Federal agencies.

Department of Defense


Sherri W. Goodman
Deputy Under Secretary of
Defense (Environmental Security)

Date: 3/25/94

Environmental Protection Agency


Elliott R. Laws
Assistant Administrator
Office of Solid Waste
and Emergency Response

Date: 5/4/94

DOD POLICY ON THE ENVIRONMENTAL
REVIEW PROCESS TO REACH A
FINDING OF SUITABILITY TO LEASE (FOSL)

I. PURPOSE

This policy provides guidance to Department of Defense (DoD) Components on the process to identify and document parcels of real property made available through the Base Realignment and Closure (BRAC) process and which are environmentally suitable for outlease. The DoD Components may develop implementing procedures containing additional requirements based on their own specific organizational needs and unique requirements but which will, at a minimum, include, but not conflict with, the following documentation and procedures.

II. APPLICABILITY AND SCOPE

This policy applies to all DoD installations slated for closure or realignment pursuant to the Base Closure and Realignment Act of 1988 (P.L. 100-526) (BRAC 88) or the Defense Base Closure and Realignment Act of 1990 (P.L. 101-510) (BRAC 91, 93, and 95) and on which property is being considered for outlease. This policy is effective immediately. However, where DoD Components have been following a similar policy for arriving at FOSLs, and converting to these specific requirements would delay requested leases already being processed, those existing similar Component procedures may be followed until January 1, 1994. Nothing in this policy affects any requirement to comply with the National Environmental Policy Act (NEPA). The policy meets the following objectives:

- A. Ensure protection of human health and the environment.
- B. Develop a DoD-wide process to assess, determine and document the environmental suitability of properties (parcels) for outlease.
- C. Ensure outleases of properties do not interfere with environmental restoration schedules and activities being conducted under the provisions of law or regulatory agreements.
- D. Ensure compliance with all applicable environmental requirements and establish the basis for the DoD Components to make notifications to lessees regarding hazardous substances (including asbestos and any substance regulated under CERCLA, RCRA or state law) and petroleum products (including their derivatives,

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such as aviation fuel and motor oil) potentially on the property.

- E. Provide adequate public and regulatory participation.

III. POLICY

- A. Requirement for Assessment, Determination and Documentation of Properties Suitable for Outlease

In the case of real property to which this policy applies, the head of the DoD Component with accountability over the property, or his/her designated representative, shall assess, determine and document when properties are suitable for outleasing. This assessment and determination will be based on an Environmental Baseline Survey (EBS) and will be documented in a Finding of Suitability to Lease (FOSL) as described below.

- E. Investigation

- 1. Environmental Baseline Survey (EBS). An EBS will be prepared encompassing any parcel to be outleased. The EBS will be based on all existing environmental information related to storage, release, treatment or disposal of hazardous substances or petroleum products on the property to determine or discover the obviousness of the presence or likely presence of a release or threatened release of any hazardous substance or petroleum product. In certain cases, additional data, including sampling and analysis, may be needed in the EBS to support the FOSL determination.

A previously conducted EBS may be updated as necessary and used for making a FOSL determination, where appropriate. An EBS also may satisfy other environmental requirements (e.g., to reach a Finding of Suitability to Transfer [FOST] or meet the uncontaminated parcel identification requirements of the Community Environmental Response Facilitation Act [CERFA]).

- 2. Procedures for Conducting an EBS. The EBS will consider all sources of available information concerning environmentally significant current and past uses of the real property and shall, at a minimum, consist of the following:

- a. Detailed search and review of available information and records in the possession of the DoD Components and records made available by the regulatory agencies or other involved Federal agencies. DoD Components are responsible for requesting and making reasonable inquiry into the existence and availability of relevant information and records to include any additional study information (e.g., surveys for asbestos, radon, lead-based paint, transformers containing PCB, Resource Conservation and Recovery Act Facility Assessments and Investigations (RFA and RFI)) to determine what, if any, hazardous substances or petroleum products may be present on the property.
- b. Review of all reasonably obtainable Federal, state, and local government records for each adjacent facility where there has been a release of any hazardous substance or any petroleum product, and which is likely to cause or contribute to a release or threatened release of any hazardous substance or any petroleum product on the real property.
- c. Analysis of aerial photographs that may reflect prior uses of the property which are in the possession of the Federal Government or are reasonably obtainable through state or local government agencies.
- d. Interviews with current and/or former employees involved in operations on the real property.
- e. Visual inspections of the real property; any buildings, structures, equipment, pipe, pipeline, or other improvements on the real property; and of properties immediately adjacent to the real property, noting sewer lines, runoff patterns, evidence of environmental impacts (e.g., stained soil, stressed vegetation, dead or ill wildlife) and other observations which indicate actual or potential release of hazardous substances or petroleum products.
- f. Identification of sources of contamination on the installation and on adjacent properties

which could migrate to the parcel during the lease term. *2/26/74*

- g. Ongoing response actions or actions that have been taken at or adjacent to the parcel. *For use*
- h. A physical inspection of property adjacent to the real property, to the extent permitted by owners or operators of such property.
- i. Sampling, if the circumstances deem appropriate. *For use*

NOTE:

For the purposes of paragraphs b, e, f, g, & h above, "adjacent properties" should be defined as either those properties contiguous to the boundaries of the property being surveyed or other nearby properties. In either case, the survey should be addressed to those portions of the properties relatively near the installation that could pose significant environmental concern and/or have a significant impact on the results of the EBS.

- 3. Documentation of an EBS. At the completion of the EBS, a report will be prepared which will include the following:
 - a. An Executive Summary briefly stating the areas of real property (or parcels) evaluated and the conclusions of the survey.
 - b. The property identification (e.g., address, assessor parcel number, legal description).
 - c. Any relevant information obtained from a detailed search of Federal Government records pertaining to the property, including available maps.
 - d. Any relevant information obtained from a review of the recorded chain of title documents regarding the real property. The review should address those prior ownerships/uses that could reasonably have contributed to an environmental concern, and, at a minimum, cover the preceding 60 years.
 - e. A description of past and current activities, including all past and current DoD and non-DoD uses to the extent such information is

reasonably available, on the property and on adjacent properties.

- f. A description of hazardous substances or petroleum products management practices (to include storage, release, treatment or disposal) at the property and at adjacent properties.
- g. Any relevant information obtained from records reviews and visual and physical inspections of adjacent properties.
- h. Description of ongoing response actions or actions that have been taken at or adjacent to the property.
- i. An evaluation of the environmental suitability of the property for lease for the intended purpose, if known, including the basis for the determination of such suitability.
- j. Reference to key documents examined (e.g., aerial photographs, spill incident reports, investigation results). (The documents will be made available by DoD upon request to DoD.)

C. Finding of Suitability to Lease (FOSL)

After completion and review of the EBS and any appropriate local community reuse plans, the DoD Component Official will sign a FOSL once a determination that the property is suitable to lease for the intended purpose has been made based on one of the following:

- 1. Hazardous substance notice need not be given because no hazardous substances or petroleum products were stored for one year or more, known to have been released, treated or disposed of on the parcel;
- 2. Hazardous substance notice will be given of the type and quantity of hazardous substances or petroleum products, and the time at which storage for one year or more, release, treatment or disposal took place, but the property is not now contaminated with hazardous substances or petroleum products (e.g., storage for one year or more but no release, a release has occurred but no

response action is required, or a response action has been completed); or

3. The property contains some level of contamination by hazardous substances or petroleum products, and hazardous substance notice will be given of the type and quantity of such hazardous substances or petroleum products, and the time at which storage for one year or more, release, treatment or disposal took place. However, this property can be used pursuant to the proposed lease, with the specified use restrictions in the lease, with acceptable risk to human health or the environment and without interference with the environmental restoration process. (The specific lease restrictions on the use of the parcel to protect human health and the environment and the environmental restoration process will be listed in the FOSL.)

IV. PROCEDURES AND RESPONSIBILITIES

- A. Regulatory agencies will be notified at the initiation of the EBS and the FOSL. The process of development of these documents will be designed to assure that regulators are provided adequate opportunity to express their views. Regulators will be provided with workable draft documents as they become available. Regulatory comments received during the development of these documents will be reviewed and incorporated as appropriate. Any unresolved regulatory comments will be included as attachments to the EBS or the FOSL.
- B. As required by CERCLA Section 120(h)(5), DoD shall notify the state prior to entering into any lease that will encumber the property beyond the date of termination of DoD's operations. These notifications shall include the length of lease, the name of lessee, and a description of the uses that will be allowed under the lease of the property. At National Priorities List (NPL) sites, DoD shall provide this notification to the United States Environmental Protection Agency (EPA) as well.
- C. The DoD Components will provide public notice of signing the FOSL; will retain the signed FOSL, including all regulatory comments and responses on the EBS and/or FOSL, in the transaction file (and the Administrative Record, where applicable); and will make the FOSL available to the public upon request.

- D. The EBS and the FOSL will be provided to each lessee prior to execution of the lease. FOSL
min
- E. Conditions will be included in the lease to ensure:
1. Notification of the existence of a Federal Facility Agreement (FFA), Interagency Agreement (IAG), or other regulatory agreements, orders or decrees for environmental restoration (e.g., RCRA/HSWA permit), if any. Terms of the lease shall not affect the rights and obligations of parties under the FFA, IAG, or other regulatory agreements, orders, or decrees.
 2. Environmental investigations and response oversight and activities will not be disrupted. Such conditions will include, but are not limited to:
 - a. providing for continued access for DoD and regulatory agencies to perform investigations as required on, or adjacent to, the real property, to monitor the effectiveness of the cleanup as required, to perform five-year reviews as required, and/or to take additional remedial or removal actions as required. At a minimum, such rights shall include all rights existing under the FFA.
 - b. ensuring that the proposed use will not disrupt remediation activities.
 3. Human health and the environment are protected by preventing the inappropriate use of the property.
 4. Compliance with health and safety plans.
 5. Subsequent transactions involving the property shall include such provisions.
- F. The attached model lease provisions will be included in all outleases and subleases, unless determined not to be appropriate by the DoD Component in consultation with the appropriate EPA or state representative. This determination will be documented by the DoD Component.
- G. Leases will provide that both the EBS and restrictive conditions in the lease, dealing with environmental requirements limiting use, will also be included in subleases as they occur. Copies of all subleases will be provided to the DoD Components with jurisdiction

over the parcel, retained in the transaction file and made available to the public upon request.

- H. Amendments, renewals or extensions of leases shall not require a new EBS or FOSL, or an updating of them, unless the leased premises change substantially or the permitted uses of them are to change in environmentally-significant ways.

MODEL LEASE PROVISIONS

NOTE: [] Indicates the need for lease-specific information (e.g., installation name).

ENVIRONMENTAL PROTECTION

1. The sole purpose(s) for which the leased premises and any improvements thereon may be used, in the absence of prior written approval of the Government for any other use, [insert intended use of the leased premises].
2. The Lessee shall neither transfer nor assign this Lease or any interest therein or any property on the leased premises, nor sublet the leased premises or any part thereof or any property thereon, nor grant any interest, privilege, or license whatsoever in connection with this Lease without the prior written consent of the Government. Such consent shall not be unreasonably withheld or delayed. Every sublease shall contain the Environmental Protection provisions herein.
3. The Lessee and any sublessee shall comply with the applicable Federal, state, and local laws, regulations, and standards that are or may become applicable to Lessee's activities on the Leased Premises.
4. The Lessee and any sublessee shall be solely responsible for obtaining at its cost and expense any environmental permits required for its operations under the Lease, independent of any existing permits.
5. The Government's rights under this Lease specifically include the right for Government officials to inspect upon reasonable notice the Leased Premises for compliance with environmental, safety, and occupational health laws and regulations, whether or not the Government is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. The Government normally will give the Lessee or sublessee twenty-four (24) hours prior notice of its intention to enter the Leased Premises unless it determines the entry is required for safety, environmental, operations, or security purposes. The Lessee shall have no claim on account of any entries against the United States or any officer, agent, employee, or contractor thereof.

NOTE: USE THE FOLLOWING PROVISION 6. IF THE LEASED PROPERTY IS PART OF A NATIONAL PRIORITIES LIST (NPL) SITE; ADAPT TO CLEANUP AGREEMENTS TO SUIT CLEANUPS UNDER STATE REGULATORY AUTHORITIES (E.G., A NON-NPL SITE).

6. The Government acknowledges that [insert name of military installation] has been identified as a National Priority List (NPL) Site under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) of 1980, as amended. The Lessee acknowledges that the Government has provided it with a copy of the [insert name of military installation] Federal Facility Agreement (FFA) entered into by the United States Environmental Protection Agency (EPA) Region [insert number], the state of [insert name of state], and the Military Department and effective on [insert date], and will provide the Lessee with a copy of any amendments thereto. The Lessee agrees that should any conflict arise between the terms of such agreement as it presently exists or may be amended ("FFA," "Interagency Agreement" or "IAG") and the provisions of this Lease, the terms of the FFA or IAG will take precedence. The Lessee further agrees that notwithstanding any other provision of the Lease, the Government assumes no liability to the Lessee or its sublessees or licensees should implementation of the FFA interfere with the Lessee's or any sublessee's or licensee's use of the Leased Premises. The Lessee shall have no claim on account of any such interference against the United States or any officer, agent, employee or contractor thereof, other than for abatement of rent.

NOTE: USE THE FOLLOWING PROVISION 7. IF A FEDERAL FACILITIES AGREEMENT (FFA) OR INTERAGENCY AGREEMENT (IAG) APPLIES TO THE PROPERTY BEING LEASED (E.G., AN NPL SITE).

7. The Government, EPA, and the [insert name of state agency] and their officers, agents, employees, contractors, and subcontractors have the right, upon reasonable notice to the Lessee and any sublessee, to enter upon the Leased Premises for the purposes enumerated in this subparagraph and for such other purposes consistent with any provision of the FFA:

- (a) to conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, test-pitting, testing soil borings and other activities related to the [insert name of military installation] Installation Restoration Program, FFA or IAG;
- (b) to inspect field activities of the Government and its contractors and subcontractors in implementing the [insert name of military installation] IRP, FFA or IAG;

- (c) to conduct any test or survey required by the EPA or [insert name of state agency] relating to the implementation of the FFA or environmental conditions at the Leased premises or to verify any data submitted to the EPA or [insert name of state agency] by the Government relating to such conditions;
- (d) to construct, operate, maintain or undertake any other response or remedial action as required or necessary under the [insert name of military installation] IRP or the FFA or IAG, including, but not limited to monitoring wells, pumping wells and treatment facilities.

NOTE: USE THE FOLLOWING ALTERNATE PROVISION 7. IF THE INSTALLATION RESTORATION PROGRAM (IRP) OR OTHER ENVIRONMENTAL INVESTIGATION APPLIES TO THE PROPERTY BEING LEASED (E.G., A NON-NFL SITE).

7. The Government and its officers, agents, employees, contractors, and subcontractors have the right, upon reasonable notice to the Lessee and any sublessee, to enter upon the Leased Premises for the purposes enumerated in this subparagraph:

- (a) to conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, test-pitting, testing soil borings and other activities related to the [insert name of military installation] Installation Restoration Program (IRP);
- (b) to inspect field activities of the Government and its contractors and subcontractors in implementing the [insert name of military installation] IRP;
- (c) to conduct any test or survey related to the implementation of the IRP or environmental conditions at the Leased premises or to verify any data submitted to the EPA or [insert name of state agency] by the Government relating to such conditions;
- (d) to construct, operate, maintain or undertake any other response or remedial action as required or necessary under the [insert name of military installation] IRP, including, but not limited to monitoring wells, pumping wells and treatment facilities.

8. The Lessee agrees to comply with the provisions of any health or safety plan in effect under the IRP or the FFA during the course of any of the above described response or remedial actions. Any inspection, survey, investigation, or other response or remedial action will, to the extent

practicable, be coordinated with representatives designated by the Lessee and any sublessee. The Lessee and sublessees shall have no claim on account of such entries against the United States or any officer, agent, employee, contractor, or subcontractor thereof. In addition, the lessee shall comply with all applicable Federal, state, and local occupational safety and health regulations.

9. The Lessee further agrees that in the event of any assignment or sublease of the Leased Premises, it shall provide to the EPA and [insert name of state agency] by certified mail a copy of the agreement or sublease of the Leased Premises (as the case may be) within fourteen (14) days after the effective date of such transaction. The Lessee may delete the financial terms and any other proprietary information from the copy of any agreement of assignment or sublease furnished pursuant to this condition.
10. The Lessee shall strictly comply with the hazardous waste permit requirements under Resource Conservation and Recovery Act, or its [insert name of state] equivalent. Except as specifically authorized by the Government in writing, the Lessee must provide at its own expense such hazardous waste management facilities, complying with all laws and regulations. Government hazardous waste management facilities will not be available to the Lessee. Any violation of the requirements of this condition shall be deemed a material breach of this Lease.
11. DoD Component accumulation points for hazardous and other wastes will not be used by the Lessee or any sublessee. Neither will the Lessee or sublessee permit its hazardous wastes to be commingled with hazardous waste of the DoD Component.
12. The Lessee shall have a Government-approved plan for responding to hazardous waste, fuel, and other chemical spills prior to commencement of operations on the leased premises. Such plan shall be independent of [insert name of installation] and, except for initial fire response and/or spill containment, shall not rely on use of installation personnel or equipment. Should the Government provide any personnel or equipment, whether for initial fire response and/or spill containment, or otherwise on request of the Lessee, or because the Lessee was not, in the opinion of the said officer, conducting timely cleanup actions, the Lessee agrees to reimburse the Government for its costs.
13. The Lessee shall not construct or make or permit its sublessees or assigns to construct or make any substantial alterations, additions, or improvements to or installations upon or otherwise modify or alter the leased premises in any

way which may adversely affect the cleanup, human health, or the environment without the prior written consent of the Government. Such consent may include a requirement to provide the Government with a performance and payment bond satisfactory to it in all respects and other requirements deemed necessary to protect the interests of the Government. For construction or alterations, additions, modifications, improvements or installations (collectively "work") in the proximity of operable units that are part of a National Priorities List (NPL) Site, such consent may include a requirement for written approval by the Government's Remedial Project Manager. Except as such written approval shall expressly provide otherwise, all such approved alterations, additions, modifications, improvements, and installations shall become Government property when annexed to the leased premises.

14. The Lessee shall not conduct or permit its sublessees to conduct any subsurface excavation, digging, drilling or other disturbance of the surface without the prior written approval of the Government.
15. The Lessee shall strictly comply with the hazardous waste permit requirements under the Resource Conservation and Recovery Act (RCRA), or its State equivalent and any other applicable laws, rules or regulations. The Lessee must provide at its own expense such hazardous waste storage facilities which comply with all laws and regulations as it may need for such storage. Any violation of the requirements of this provision shall be deemed a material breach of this Lease.

15 Nov 94

DOCUMENT REVIEW SCHEDULE

- 25 Oct - Discuss and finalize comments on Draft Workplan for NEX Gas Station
Discuss comments on Draft Community Relations Plan
- 15 Nov - Finalize comments on Draft Community Relations Plan
Receive FOSL for Fire Fighter Trainer (timeline TBD)
Mail out: BCT response to RAB comments for Draft Work Plan for Site 2, 7, 8, and 9
- 13 Dec - Presentation on Draft Work Plan for Landfill Extended Site Investigation
General presentation on Landfills in San Diego County
- 20 Dec - (by mail) Receive Draft BRAC Cleanup Plan (BCP)
- 10 Jan - Discuss and finalize comments on BCP (due 19 Jan)
- 24 Jan - TBA.

COMMENTS ON SECOND DRAFT WORK PLAN - NEX GAS STATION

GENERAL:

The document overall is well written. There are areas of great detail such as the description of the coveralls that are to be used for personnel protection, yet sections of the actual plan seem general and in some case vague.

In general it appears a large potentially contaminated area is trying to be addressed all at once. The contamination at the site has been there for several years. Obtaining the data from soil gas and in-situ soil sampling and then designing the well layout would make more sense than the approach being using.

There is no indications of any other investigations which may have been done, other than Chevron's. Mr. Ted Olsen, RAB member and with the City of San Diego Waste Management Department has stated that he has knowledge of some work done on the nearby Quality Inn and the empty bank properties.

The workplan does not address the potential for contamination from the several existing or previously existing hydraulic lifts at NEX.

No mention is made in the workplan of when the remaining tanks will be removed. They must be removed or upgraded by December 22, 1998. Is it necessary that all the tanks remain in service? Must gasoline be sold at the station? How much do they sell, and is it worthwhile?

NEX is a UST problem, yet CERCLA (not UST) procedures being followed. Who is going to do what to whom? Ideas for NEX UST at variance w/those for sites 2,7, etc. UST's.

Knowing that gasoline contamination exists at the facility, that leaking pipes may have contributed to the problem and that precision tank tests are not foolproof, strong consideration should be given to removing the tanks.

Whatever remedial option is selected, trying to clean up a site with 30 and 40 year old tanks still in operation is not a good idea for these reasons:

1. The tanks are old.
2. The bottom of the tanks are probably in groundwater, making them more susceptible to corrosion.
3. If they have leaked, the backfill and soil surrounding them likely has high concentrations of gasoline which will exacerbate cleanup efforts.
4. Spills from accidental deliveries will likely continue.
5. Most tank precision tests by their nature test to a standard of 0.01 gallon per hour allowable leak rate. So even if a tank tests tight, it may still be leaking.
6. Experience has shown that even tanks that pass precision tests may leak.

THE RAB RECOMMENDS THAT THE DECISION TO LEAVE THE OLD TANKS IN THE GROUND BE REVISITED AND THE TANKS BE REMOVED.

SPECIFIC COMMENTS:

Page	Comment
Cover page	Does not mention NEX Gas Station in Title.
v	Acronyms and Abbreviations list does not include CTR, STT.C, TTT.C, and TCT.FN all of which are used extensively on Page B3-1. These should be included.
1-1	Section 1.1 The transition between the ESA and remedial action seems abrupt. Where is the selection process described? The objective should be mentioned in the Work Plan title. ESA and TS or ESA, w/TS to follow or what? What is promised? When?
1-3,	Figure 1-1 Arrow to STTE does not refer to Site 3 at Nimitz and Rosecrans. This Vicinity Map should be revised so the arrow does indeed point to the site in question.
1-7	Section 1-3, para 4 : The waste oil tank was removed in May, 1994. Had the tank leaked? what were results of soil samples taken upon removal? Was an Unauthorized Release Case opened? Information should be provided about the waste oil tank removal. What is "its in the next to last line ?
1.11	para 2: What was done with the sludge?
1-12	Section 1.4.1, para 1: Describe piping integrity tests. How do tank level monitors and line leak detectors work? When were they installed? What are the results? Integrity testing of UST's was done in February, 1990. Leaks in failed piping were not tested for leaks until May, 1992. Why such a long delay? Section 1.4.1, para 2: Tank level monitors cannot detect very small leaks, or prevent overspilling during product delivery.
1-12	Section 1.4.2 para 2: Results should be mentioned separately from procedures.
1-15	Table 1-2 Are these concentrations significant? Table 1.2 shows <3,000,000 ug/l and <1,500,000 ug/l of diesel, what does this mean? An appreciable amount of stoddard solvent is shown in MW-2 and MW-4, no mention is made in text of this. Where could the stoddard solvent have come from, the waste oil tank, the separator? For MW-1, MW-2 and MW-4 TPH (gasoline) is shown in soil samples at less than method detection limits, how is this possible?
1-16	Section 1.4.3, para. 1: The wells should be checked at least quarterly for phase-separated hydrocarbons (PSH), and any appreciable amounts of PSH should be bailed Why were the wells not monitored per SAM guidelines?

Page	Comment
1-16	Section 1.4.4, para. 2: "... gas samples were collected at 4.5 to 6 feet below grade...", yet Section 2.3 says groundwater is at 11.1 feet to 14.8 feet below grade. Should try to get samples closer to water table.
1-17	Table 1-3a is confusing. Are the detection limits variable? What does 6U or 2.3U mean?
1-18	Section 1.5, Table 1-3b: The units (ppb) differ from those in Table 1.3. Is there a conversion? The table is confusing also. Was stoddard solvent detected?
1-19	<p>Section 1.5, para 1: The possibility of the Chevron Gas Station's impact on NEX should be more thoroughly evaluated. The TPH detected in HI²-8 cries out for a more in-depth assessment of the effects of Chevron's leak on NEX gas station. There is an extremely high possibility that co-mingling of contaminants has occurred. The problem at NEX may not be solely the Navy's.</p> <p>Section 1.5, para. 3, line 6: "...closure may be obtained using cleanup levels justified by a health-based risk assessment." By whom and using what paradigms of risk will these levels be set? A discussion of the exact evaluatory process for determining cleanup levels should be added and the responsible agency named.</p>
1-20	last para, line 1: Expand on suggestion that plume affected NEX site!
2-2	Section 2.4, para. 1: It is very unlikely that groundwater at NEX is tidally influenced. It's too far from the bay.
2-3	Figure 2.1: What is reference level for ground water elevation.
3-1	Section 3.1.3, para 1, line 4: City should be capitalized in City of San Diego.
3-3	<p>Section 3.2.1, para. 1, bullet 1: "...groundwater extraction...", especially in non-beneficial groundwater use area, is questionable. RAB suggest explore an alternative.</p> <p>Section 3.2.1, para 2: How are samples to be selected for all of these tests? All these tests can run into a lot of money. Samples should be selected wisely, i.e., distinct soil types.</p> <p>As stated previously, soil samples should have been taken when the waste oil tank was removed, and analyzed for heavy metals, TPH and PCB's at that time.</p>
3-4	<p>Para 2: Reading would be easier if a reference were given here to FSP as Attachment A.</p> <p>Para. 4, line 3: "The data generated will be used to propose appropriate on-site cleanup levels for BTX based on human-health and ecological risk factors." By whom and using what paradigms of risk will these levels be set? A discussion of the exact evaluatory process for determining cleanup levels should be added and the responsible agency named.</p> <p>Para 5: Paragraph is repeated.</p>

Page	Comment
3-5	<p>Section 3.2.2.1, para 2, "Soil-Gas and In Situ..." It would make more sense to do the soil-gas and in-situ groundwater sampling before selecting the locations for borings and monitoring wells and before design. This is a large and seemingly comprehensive workplan. But it appears they are trying to design it all at once. Take the pieces one at a time before installing all 14 borings.</p> <p>Other people have done assessment work (soil, gas, etc.) at nearby locations. What have they found? If others have done work get their information, no need to duplicate work. Soil gas surveys have recently been done across Nimitz Blvd. from NEX.</p>
3-5	Section 3.2.2.1, para 4, "Subsurface Soil ..." Do not use 5 foot intervals blindly. Sample in vadose zone above groundwater where contamination is likely to be found.
3-6	<p>para. 1 "Groundwater Monitoring Well..." Which well will be used as an extraction well? Only 3 wells for vapor extraction? The number of wells to be potentially used for vapor extraction should be closely analyzed.</p> <p>Use Emco - Wheaton traffic boxes. They hold up very well.</p> <p>What is time interval between groundwater monitoring episodes. Quarterly monitoring should be instituted to develop a good historical base of groundwater conditions</p>
3-7	Section 3.2.2.2: There appears to be a lot of duplication in the soil and groundwater analyzes. If all these tests are being done in the soil, why so many in water, and vice versa?
3-8	Section 3.2.2.5: What will be availability of SSA report?
3-9	<p>Section 3.2.3.2, para. 2: Before saying that influent and effluent samples will be analyzed for these several parameters, -wouldn't it be good to select the remedial option and base the analyses on the method selected?</p> <p>It sounds here in Section 3.2.3 like some sort of groundwater pump and treat remedial option is anticipated. Let's not put the cart before the horse.</p>
A3-1	Section 3.2, line 8: Again, sampling only at 5 foot intervals may overlook areas of highest contamination. Sample in vadose zone.
A3-2	Section 3.3.2; What is time interval between sample episodes?
A3-5	<p>top page : Well MW-10; Was waste oil tank a leaker? What about soil samples taken at tank removal?</p> <p>para 3, bullet 4: Well MW-15; Why install MW-15 and MW-19? Evaluate soil gas and in-situ soil samples before selecting well locations.</p>
A3-5	Section 3.5, para 1 bullets 5 & 6: What is meaning of "matrix"? of "spike"?

Page	Comment
A4-1	<p>Section 4.1: Why analyze samples on a quick turnaround time basis, for twice or more the price? Will five days make that much difference?</p> <p>Section 4.2: One sample per soil type.</p> <p>Section 4.3.1: Again why a quick turnaround?</p>
A4-2	Why analyze twice for BOD, TOC, COD, heterotrophic plate count, hydrocarbon-oxidizing population, and iron-bacteria population? Again it appears that a remedial option is being evaluated before one is selected (if bioremediation).
A5-5	<p>Section 5.4.3: This is not a good protocol to use in taking water level measurements. The first step should be to use an oil-water interface probe to determine depth to PSH (if any) and depth to water. If no PSH is detected, then use a bailer to see if a sheen is present.</p> <p>Determining depth of the well should be done after water/product level measurements are made, because disturbing the liquid surface will affect the measurements, especially if a thin layer of PSH is present. Sending a bailer or a weighted steel tape down will disturb the well contents causing the readings to be inaccurate.</p>
B4-4	Section 4.3.2.2, para. 1, line 3: "If the water does not meet the permit requirements for discharge, the water will either be treated on-site and discharged or transported off-site to a treatment facility." This sort of "plan" is used repeatedly in the document. Have off site treatment facilities been alerted and engaged? Is there a plan for and an agency chosen to transport the hazardous waste to such a facility? There are concrete, exact descriptions of how hazardous products of all sorts are to be collected and stored on site, but the document goes vague about transport to and remediation off-site.
C3-3	Table C3-1: Define tolerance limit. Accuracy? Precision? Both?
B5-1	Section 5.1.2: Point of information about the designation "Inert/Nonhazardous" here and throughout the document; Does this specifically exclude Designated waste? Since it is not planned to test or track the disposal of Inert/Nonhazardous waste, it is important to be clear that Designated Waste is not included. Designated Waste (see 3.2.2) is categorized as Nonhazardous in California law and yet has the potential for degrading water quality.